common sense and practical reasoning in the exposition of it—it is certainly a policy of insurance." *Peters* v. *The Warren Insurance Company*, 14 Pet. 99. The word *fire* in an insurance policy should be given its ordinary meaning unless the contrary intention is shown, "which includes the idea of visible heat or light." *Western Woolen Mill Co.* v. *Northern Assur. Co. of London*, 139 Fed. 637. In the latter case however the damage was due to purely spontaneous combustion, and combustion does not always produce fire. In the principal case there was a fire in the ordinary meaning, which had reached the point of being "hostile" because beyond control, and the damage done was the direct result of that fire. Common sense would seem to show that such a loss is just such a risk as would be contemplated by the parties in making the contract. The principle might be deduced from this case that the existence of a fire in a stove or furnace is only presumptive evidence that it is "friendly."

LANDLORD AND TENANT—RELEASE FROM PAYMENT OF RENT—PROHIBITION OF BUSINESS BY LAW.—Plaintiff sues defendant for rent for premises leased for saloon purposes. Defendant sets up the passage of laws prohibiting the sale of liquors as defense to payment of rent on the ground of destruction of business for which the building was rented. *Held*, the plaintiff can recover. *O'Byrne* v. *Henley* (1909), — Ala. —, 50 South 83.

The lessee of premises destroyed by fire or tempest, subsequent to the making of the lease, cannot be relieved against the express covenants of payment unless he stipulates for a cessation of rent or the lessor has covenanted to rebuild. *Chamberlain* v. *Godfrey's Admrs.*, 50 Ala 530; *Helburn* v. *Mofford*, 70 Ky. (7 Bush.) 169. Eviction by the landlord during the term is a good defense in an action for the rent. *The Richmond* v. *Cake*, 1 App. D. C. 447; *Royve* v. *Guggenheim*, 106 Mass. 201, 8 Am. Rep. 322. But the act of eviction must be done by the lessor or by his procuration, or by paramount title, and must naturally interfere with the enjoyment of the premises. If the act be done by a stranger it is no ground of defense against a claim for rent. 1 WASHBURN, REAL PROPERTY, Ed. 6, p. 436, Art. 718. A lessee is not entitled to credit because of the subsequent enactment of a law by which he was deprived of the use of the premises on Sunday. *Abadie* v. *Berges*, 41 La. Ann. 281, 6 South. 529. The destruction of the premises by war will not exempt the tenant from his express contract to pay rent and equity will not relieve him from performance thereof. *Robinson* v. *L'Engle*, 13 Fla. 482. Where demised premises are condemned by public authority and ordered to be torn down, the lessee is not relieved from rent where he takes and retains the beneficial use of the premises, even though repairs are to be made at the expense of the landlord. *Thomson-Houston Electric Co.* v. *Durant Land Imp. Co.*, (Com. Pl) 4 Misc. Rep. 207, 23 N. Y. Supp. 900. A tenant is chargeable with notice of the character of the premises and that they are subject to removal and will not be released from rent because they are removed by public authority. *McLarren* v. *Spalding*, 2 Cal. 510. Passage of a law forbidding the sale of liquor within two hundred feet of a church or school house after the execution of a lease of a building for saloon purposes, but before the beginning of the

term does not release the lessee from liability for rent, as he is not deprived of the beneficial use of the premises. *Kerley* v. *Mayer,* (Com. Pl.) 10 Misc. Rep. 718, 31 N. Y. Supp. 818. The cases above cited undoubtedly indicate the weight of authority, with which the principal case is in accord, but there are found in a South Carolina case, dicta to the effect that if the tenant is deprived of the beneficial use of the premises according to the terms of the lease, that is the destruction of the subject matter and upon surrender or an offer of surrender of all benefit therein the tenant has a good defense against the collection of the rent. *Coogan* v. *Parker,* 2 S. C. (2 Rich.) 255, 16 Am. Rep. 659.

LIBEL AND SLANDER—DEFAMING A PUBLIC OFFICER.—An item appeared in the New York Tribune which stated that the plaintiff, a clerk in the city magistrate's court, and his associates failed to appear at certain sessions of the court as was their duty. It was an imputation of shirking a public duty on the part of an officer. *Held,* that such imputation is libelous per se. *Church* v. *New York Tribune Assn.* (1909), 118 N. Y. Supp. 626.

Any language, written or spoken, imputing a dereliction of duty to an officer of the public or an employee is actionable per se. *Prussing* v. *Jackson,* 85 Ill. App. 324; *Hay* v. *Reid,* 85 Mich. 296, 48 N. W. 507; *Bourreseau* v. *Detroit Evening Journal Co.,* 63 Mich. 425, 30 N. W. 376, 6 Am. St. Rep. 320; *O'Leary* v. *New York News Pub. Co.,* 51 App. Div. 2, 64 N. Y. Supp. 327. To be actionable the charge must not only tend to injure the plaintiff in his office but must touch him in his official character by imputing the want of necessary characteristics. *Sillars* v. *Collier,* 151 Mass. 50, 23 N. E. 723, 6 L. R. A. 680; *Kinney* v. *Nash,* 3 N. Y. 177. This applies to defamatory words concerning county auditor, *Prosser* v. *Callis,* 117 Ind. 105, 19 N. E. 735; election inspector, *Ellsworth* v. *Hayes,* 71 Wis. 427, 37 N. W. 249; notary public, *Henderson* v. *Commercial Advertiser Ass'n,* 111 N. Y. 685, 19 N. E. 286; aff. 46 Hun 504; sheriffs, *Heller* v. *Duff,* 62 N. J. L. 101; policemen, *O'Brien* v. *Times Pub. Co.,* 21 R. I. 256, 43 Atl. 101; jurymen, *Byers* v. *Martin,* 2 Colo. 605, 25 Am. Rep. 755, and similar officers.

MASTER AND SERVANT—ASSAULT BY FELLOW SERVANT—LIABILITY OF MASTER. Defendant corporation employed plaintiff to act as engineer in its milling plant. For a long time previous to the employment of plaintiff it had been the custom among the old employes of defendant to initiate every new man employed to work with them. Only those strong enough to successfully resist evaded the initiation, and among those who had been initiated were the president and manager of defendant corporation. A short time after plaintiff had assumed his duties a number of the old employes seized him and proceeded to conduct the initiation by holding the body over a barrel and applying a paddle as had been the custom. Plaintiff resisted and in the struggle suffered the injuries complained of. *Held,* that plaintiff could recover damages from defendant for the injuries suffered. *Medlin Milling Co.* v *Boutwell* (1909),—Tex. Civ. App.—, 122 S. W. 442.

The opinion states that since the defendant had permitted this custom of initiating new men to continue for a number of years and had made no